



**CITY OF SURPRISE  
INVITATION FOR BID  
COS14-009  
TTHM Reduction Project  
SPA-1 Ammonia and Feed Facility  
CONSTRUCTION PROJECT  
COVER SHEET**

The City of Surprise, is seeking bids from qualified contractors for the TTHM Reduction Project SPA-1 Ammonia Storage and Feed Facility in Surprise per the specifications herein.

In accordance with City of Surprise Procurement Code competitive sealed bids for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated. Late bids will not be considered and will be returned unopened per the city procurement code. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package and **required** to initial each page, or risk denial of bid, at the City's discretion. Award will be made to the lowest responsible and responsive bidder whose bid conforms to all material respects of the Invitation for Bid.


Information regarding the submittal requirements of this IFB may be obtained at the Purchasing Office located at 16000 North Civic Center Plaza, Surprise AZ 85374. Contact the Purchasing Office regarding documents at (623) 222-3700, FAX: (623) 222-3701. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment. All technical questions regarding this Invitation for Bid must be submitted in writing via e-mail or fax. Please reference COS14-009 in all your communications to the city.

*Pam Risaliti*

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Pam Risaliti C.P.M., CPPB  
Senior Contract Officer

	<b>INVITATION FOR BID (IFB)</b>	<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 (623) 222-3700 Fax: (623) 222-3701
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	<b>Solicitation Number: COS14-009 IFB SCHEDULE</b>	

**IFB Schedule**

**Release IFB** 1/30/2014

**Mandatory Pre-Bid meeting** 2/13/2014

Mandatory Pre-bid conference will be held on February 13, 2014 @ 10:00 am at  
SPA 1 WRF South Conference Room Located at 11407 N. 136<sup>th</sup> Ave.\* Surprise, AZ 85379

**\*Please note; you cannot enter at the North entrance off Cactus, you must enter from Litchfield Rd. at Desert Cove.**

**Final date for questions** 2/27/2014

*Final date for questions is February 27, 2014 at 10:00 am; questions will not be accepted after this date and time.*

**IFB due date/time** 3/6/2014

*Submittals will not be accepted later than **3:00 pm, (Local Time) Thursday, March 6, 2014** at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374*

**Contract award** **TBD**

**Direct all questions regarding this Invitation for Bid via Fax or E-Mail to:**

Pam Risaliti C.P.M., CPPB  
Senior Contract Officer  
City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374-7470  
pamela.risaliti@surpriseaz.gov  
623-222-1857  
623-222-3701

Publication: Arizona Business Gazette  
Date: 01/30/2014, 2/6/2014  
City of Surprise website, <http://www.surpriseaz.gov>

	<b>INVITATION FOR BID</b>	<b>Purchasing Department</b> 16000 N. Civic Center Dr. Surprise, Arizona 85374 Phone: (623) 222-3700 (623) 222-3700 Fax: (623) 222-3701
	<b>COS14-009</b> <b>NOTICE OF INTENT TO BID</b>	

***Acknowledgement of Receipt of Solicitation and Notice of Intent to Bid***

IFB #: COS14-009  
 Description: \_\_\_\_\_  
 Due Date: 3/6/2014  
 Time: 3:00:00 pm (AZ local time)

If your company is interested in participating, it is **necessary** that this sheet be completed and returned to the City of Surprise Purchasing Division via e-mail at [pamela.risaliti@surpriseaz.gov](mailto:pamela.risaliti@surpriseaz.gov) or fax 623-222-3701.

By doing so, we will be able to provide notification to you of any addendums to the IFB.

Name of Firm: \_\_\_\_\_


Address: \_\_\_\_\_  
 \_\_\_\_\_

Fax #: (     ) \_\_\_\_\_ Tel. #: (     ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<h1 style="text-align: center;">INVITATION FOR BID</h1>	<p><b>Purchasing Department</b> 16000 N. Civic Center Dr. Surprise, Arizona 85374 Phone: (623) 222-3700 (623) 222-3700 Fax: (623) 222-3701</p>
	<h2 style="text-align: center;">COS14-009 OFFER AND ACCEPTANCE</h2>	

In accordance with City of Surprise Procurement Code competitive sealed bids for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Surprise Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package and **required** to initial each page.

<b>OFFER</b>
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The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Surprise Standard Terms and Conditions. The undersigned further certifies that their firm **IS** or **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify COS of any change in this status, should one occur, until such time as an award has been made under this procurement action.


For clarification of this offer contact: Name: _____		Telephone: _____ Fax: _____ E-Mail: _____
Company Name		Authorized Signature for Offer
Address		Printed Name
City                      State              Zip Code		Title

All work is to be completed as per the Notice to Proceed, otherwise LIQUIDATED DAMAGES, per this Contract, may apply.

<b>ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)</b>
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Your offer is hereby accepted. The Contractor is now bound to provide services in the bid, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Notice to Proceed**.

Attested by: _____ Sherry Aguilar, City Clerk		City of Surprise, Arizona. <b>Effective Date:</b> _____  _____ Procurement Manager  Approved as to form:  _____ City Attorney
City Seal	_____ COS14-009  _____ Contract Number	Awarded on: _____  _____ Chris Hillman, City Manager

	<h1 style="text-align: center;">INVITATION FOR BID (IFB)</h1>	<p style="text-align: center;"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623)-222-3700 Fax: (623) 222-3701</p>
	<p style="text-align: center;">Solicitation Number: COS14-009</p> <h2 style="text-align: center;">INSTRUCTIONS TO BIDDERS</h2>	

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation for Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation for Bid* shall be directed to the Buyer whose name appears on the cover page. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to an *Invitation for Bid* should refer to the appropriate *Invitation for Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation for Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation for Bid* or any apparent omission or discrepancy should be presented to the City. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation for Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation for Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the City of Surprise Procurement Code. A vendor submitting a late bid shall be so notified.


5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid in writing and as under the guidelines of the Surprise Procurement Code.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COS Form 300) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **VENDOR REGISTRATION:** The successful Vendor shall have a completed vendor registration with the City of Surprise Purchasing Division.

### 8. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
  - i. Waive any immaterial defect or informality; or
  - ii. Reject any or all bids, or portions thereof, or
  - iii. Reissue an *Invitation For Bid*.

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	Solicitation Number: COS14-009 <b>INSTRUCTIONS TO BIDDERS</b>	


- c. A response to an *Invitation for Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation for Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the City. A construction contract is formed when accepted by the City, but not finalized until a written *Notice To Proceed* is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation for Bid*; unless modified by a Solicitation Amendment (COS Form 300) or a Contract Amendment.

9. **Bid Evaluation:**

In an Invitation for Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but is not limited to:


- a. Price
- b. Conformity with Bid specifications, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- c. Demonstrated performance and/or rated quality of contractor
- d. Having legally required licenses, certifications and/or qualifications to perform the contract;
- e. Cost consideration, bidder's financial capability to perform the contract, and any other factors that would be
- f. advantageous to the City;
- g. Record of past performance and integrity on City and/or other public agency contracts.
- h. References

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	Solicitation Number: COS14-009 <b>SCOPE OF WORK</b> THE FOLLOWING SCOPE MAY BECOME AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT	

SCOPE


- Attachment A-Technical Specifications – 370 pages
- TTHM Reduction Project – SPA1 Ammonia Storage and Feed System
- Attachment B-Bid Schedule-Pricing



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	Solicitation Number: COS14-009 <b>TERMS &amp; CONDITIONS</b> THE FOLLOWING TERMS & CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT	


## TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the City Procurement Code, the City of Surprise, Purchasing Division intends to establish a Contract for TTHM Reduction Project.
2. **AUTHORITY:** This Solicitation as well as any resultant contract is issued under the authority of the City Procurement Manager. No alteration of any resultant contract may be made without the express written approval of the City Procurement Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:
  - a. **CITY:** "City" shall refer to the City of Surprise, Arizona.
  - b. **CITY REPRESENTATIVE on this project once an award is made:** Fred Stevens
  - c. **CONTRACT:** "Contract" will include this entire Bid solicitation package, including, but not limited to, the Invitation to Bid Notice, Instructions to Bidders, any and all Bonds, Notice of Award, Notice to Proceed, Change Orders, Certificate of Insurance & Schedule A, Certificate of Completion, Plans and Addenda thereto.
  - d. **CONTRACTOR:** "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.
  - e. **MATERIALS:** "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the Work.
  - f. **SUBCONTRACTOR:** "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material according to the plans and/or specifications for this Work, and includes those who merely furnish materials.
  - g. **WORK:** "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

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4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening time and date.
5. **TERM OF CONTRACT:** The term of any resultant Contract shall commence upon the Notice To Proceed and shall continue until the Work has been completed and accepted by the City, unless terminated, cancelled or extended as otherwise provided herein. Warranties and other provisions may extend beyond the completion of the Work.
6. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant Contract may be extended.
7. **PAYMENT:** The City will make every effort to process payment for construction services within the Title 34 timeframes after an approved request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page, the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
9. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:
  - a. Names and emergency telephone numbers of key personnel involved in the project.
  - b. Names and telephone numbers of all subcontractors proposed for use on the project.
  - c. A construction progress schedule showing the estimated time for start and completion of the major items of work.

Bidder's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 COS14-009  
 Updated 10/14

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- d. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- e. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- f. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.
- g. Each of the above items is subject to the review and approval by the City.

10. **EVALUATION:** In accordance with the City of Surprise Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid. Responsible bidder is defined in the Code as a bidder determined by the Procurement or Purchasing manager:

- a. To have the ability, capacity, experience and skill to provide the goods and/or services in accordance with bid specifications;
- b. To have the ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- c. To have equipment, facilities and resources of such capacity and location to enable the bidder to provide the goods and/or services;
- d. To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
- e. To have the quality and adaptability of the materials, supplies or services required or necessary to the particular use.
- f. To possess the financial resources to perform the contract; and
- g. Review of the number and scope of conditions attached to the bidder's offer.

11. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written *Notice to Proceed*. The *Notice to Proceed* shall stipulate the actual Contract start date, the Contract duration and the Contract completion date.

- a. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City Representative at least seventy-two (72) hours before the following events:
- b. The start of construction in order to arrange for inspection.
- c. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- d. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.


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- e. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- f. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. **INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

- a. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.
- b. The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- c. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.
- d. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.
- e. The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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- f. The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.
- g. The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h. **Required Insurance Coverage:**

i) Commercial General Liability

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: ***“The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii) Automobile Liability

- 1) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- 2) Combined Single Limit (CSL) \$1,000,000


The policy shall be endorsed to include the following additional insured language: ***“The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

Policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Bidder's Initials \_\_\_\_\_ Date \_\_\_\_\_

COS14-009

Updated 10/14

	<h2 style="text-align: center;">INVITATION FOR BID (IFB)</h2>	<p><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p style="text-align: center;">Solicitation Number: COS14-009</p> <h3 style="text-align: center;">TERMS &amp; CONDITIONS</h3> <p style="text-align: center;">THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT</p>	

iii) **Workers' Compensation**

Workers' Compensation Statutory Employers' Liability  
Each Accident \$ 500,000  
Disease – Each Employee \$ 500,000  
Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.


In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

- iv) **Certificates of Insurance:** Prior to commencing Work under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
- v) In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's Work and as evidenced by annual Certificates of Insurance.
- vi) If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.
- vii) All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.
- viii) **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

14. **BID BOND:** Non-revocable bid security payable to the City of Surprise in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Surprise, Purchasing Division by the due date and time cited for this solicitation.

- a. The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:
  - i) Issue a contract award notice for those offers accepted by the City;
  - ii) Return all checks to those who have not been issued a contract award notice.



 <b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living	<b>INVITATION FOR BID (IFB)</b>		<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
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- b. All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work in accordance with the City of Surprise Procurement Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.
- c. All bid bonds must be executed on forms in this Contract and incorporated by this reference. All bid bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and AM Best rating of "A-" or better.

15. **PERFORMANCE BOND:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total Contract price payable to the City of Surprise.

- a. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Surprise, Purchasing Division within the time specified or ten (10) days after Notice Of Award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights.
- b. All performance bonds must be executed on forms in this bid and incorporated by this reference. All performance bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and AM Best rating of "A-" or better.


16. **PAYMENT BOND:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the Contract. Payment security shall be in the amount of 100% of the total Contract price and be payable to the City of Surprise.

- a. Payment security shall be in the form of a payment bond, certified check or cashier's check.
- b. All payment bonds shall be executed on forms included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

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17. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.
  - a. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
18. **ESTIMATED QUANTITIES:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
19. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
20. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all current laws of the United States, State of Arizona and City of Surprise, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.
  - a. Contractor warrants, for the term of this agreement and for six months thereafter, to have fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.
  - b. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.
  - c. This Contract is subject to the provisions of ARS §38-511; the City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City or any of its departments or agencies, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
21. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.



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22. **CONFLICT:** In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer.
23. **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment (COS Form 350) signed by duly authorized persons on behalf of the City and the Contractor. Duly authorized city personnel are the city representative listed on the cover page or the Purchasing Manager or delegate.
24. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant Contract.
25. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.
26. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
27. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
28. **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this Contract shall be void and of no effect.
29. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
30. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced

Bidder's Initials \_\_\_\_\_ Date \_\_\_\_\_  
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from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not Subcontractors are used. Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

31. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
32. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
33. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.  
  
Force majeure shall not include the following occurrences:
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.
34. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City Manager or the City of Surprise. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

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The Contractor is an independent contractor; therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.


**35. CONFIDENTIAL INFORMATION:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.
- c. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the bidder in writing of such determination.

**36. MULTIPLE AWARDS:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

**37. CANCELLATION:** The City reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term or condition of the Contract. The City will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. The Contractor provides material that does not meet the specifications of the Contract;
- b. The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
- d. The Contractor fails to make progress in the performance of the Contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.
- e. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
  - 1) Cancel any contract;
  - 2) Reserve all rights or claims to damage for breach of any covenants of the Contract;

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- 3) Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- 4) In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Contractor by:
  - 1) Deduction from an unpaid balance;
  - 2) Collection against the bid and/or performance bond, or;
  - 3) Any combination of the above or any other remedies as provided by law.

38. **CONTRACT DEFAULT:** The City, by written notice of default to the Contractor, may terminate the whole or any part of this Contract in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the Contractor fails to perform any of the other provisions of this Contract; and fails to the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this Contract in whole or part, the City may procure supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.


39. **DELAY:** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
40. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
41. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
42. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this Contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or

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the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

43. **FINAL INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the Work immediately.
  - c. Bring material into compliance.
44. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
45. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
46. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
47. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
48. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
49. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
50. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
51. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.




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52. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
53. **NON- APPROPRIATION CLAUSE/FUNDING:** Contractor understands that the continuation of this Contract after the close of any given fiscal year of Surprise, which ends on June 30, shall be subject to the budget of Surprise providing for the Contract item as an expenditure. Surprise cannot assure that the budget item for funding this Contract will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Contract not be approved by City Council, Surprise may terminate this Contract as of the close of its fiscal year. Surprise represents that it intends to pay all monies due, if such funds have been legally appropriated.
54. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.
55. **AFFIRMATIVE ACTION REPORT:** It is the policy of the City of Surprise that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
56. **NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Surprise. The City reserves the right to obtain like goods or services from another source when necessary.
57. **SAFETY STANDARDS:** All items supplied on this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards. The Contractor shall be responsible for ensuring that OSHA safety standards are met and acknowledges that Contractor has general supervisory authority over the worksite, including the power to correct safety and health violations. This would include the power to require subcontractors to correct violations of OSHA. Contractor is responsible for how frequently and closely Contractor needs to inspect to meet OSHA standard of reasonable care.
58. **REFERENCE STANDARDS:** The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of this Contract. If any contradiction exists between "MAG Specifications" and this Contract, the Contract shall prevail. If any contradiction exists between the contract specifications by the City govern over any drawings or other documents from the Contractor or Sub-contractor.
59. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of Surprise, Maricopa County, Arizona, without the consent of the

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owner. The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this Contract.


60. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the Work. The Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the Work in accordance with the Specifications and Plans, and for the prices agreed upon and fixed, or excuse Contractor from any obligations or liabilities, or entitle Contractor to any damage or compensation except as may be provided in this Contract.
61. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures.
62. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
63. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section. The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.
64. **WORK METHODS:** The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the time limit specified. Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the Work.
65. **EXISTING UTILITIES AND STRUCTURES:** The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.
66. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), and the *City of Phoenix-Traffic Barricade Manual*, latest edition.

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The City Traffic Engineer shall interpret any conflicts to address the safety and health standards in the best interests of the City.

67. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until the entire Contract is completed and accepted by the City representative. The Contractor shall turn over the entire Work in full accordance with these Specifications before Final Payment.
68. **STOCKPILE OF MATERIALS:** The Contractor may, if approved by the City representative, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.
69. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Surprise City Limits or Planning Area must be approved by the City representative. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.
  - a. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.
70. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the *"Maricopa County Health Department Air Pollution Control Regulations,"* namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A *Notice to Proceed* will not be issued until the City of Surprise has received a copy of the Contractor's Dust Control Permit and Plan.
  - a. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, and (602) 506-6700 extension 372.
  - b. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City representative.
  - c. Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.



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71. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.
  
72. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified in writing and agreed to in the scope of work, or by written amendment, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.
  
73. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See: OSHA Std. 1926.550 (a) 15).
  - a. As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.
  
  - b. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (See: OSHA Std. 1926-651 (A)).
  
74. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no Contract time extension allowed because of that non-compliance.
  
75. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City. A Conditional Lien Waiver and Release (Waiver) may be requested prior to any payment made by City and is **required** prior to any Final Payment. The Waiver shall

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provide full, final and unconditional certification and affidavit that all of the Contractor's obligations to Contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Scope of Work have been paid or otherwise satisfied. The City also reserves the right to require full, final and unconditional waivers and release of mechanics or construction liens, releases of trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against the City or the City's property.


- a. Neither the final payment nor any part of the retained percentage shall become due until Contractor delivers to City a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to City, to indemnify City against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall pay to City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

76. **DETAIL DRAWINGS AND INSTRUCTIONS:** City shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Bid Documents, and shall become a part of the Construction Documents.
77. **COPIES OF DRAWINGS FURNISHED:** City shall provide, at no cost to Contractor, five (5) non-reproducible sets of Construction Documents after the bid is let for execution on the Work. It shall be Contractor's responsibility to insure that any modifications called for as a result of the permit process are transferred to the Construction Documents. Contractor may purchase additional sets of Construction Documents, at Contractor's expense.
78. **ORDER OF COMPLETION:** Contractor shall submit at such times as may be requested by City, schedules which shall show the order in which this Contractor proposes to carry on the Work with dates at which Contractor shall start the several parts of the work and estimated dates of completion of the several parts.
79. **CONSTRUCTION DOCUMENTS ON THE JOB SITE:** Contractor shall keep one copy of the Construction Documents on the job site, in good order, available to City and to its representatives. This set of documents shall be kept current as to pending and approved changes in the Work.
80. **OWNERSHIP OF DOCUMENTS:** All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract shall vest in and become the property of City and shall be delivered to City upon completion or termination of the Work, but Contractor may retain copies.
81. **CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract.

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No verbal agreement or conversations with any officer, agent or employee of City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

82. **MATERIALS, APPLIANCES, EMPLOYEES:** Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned him.
83. **SURVEYS, PERMITS, AND REGULATIONS:** City shall furnish all property surveys unless otherwise specified, however, Contractor must verify if within work. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by City unless otherwise specified.
  - a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If Contractor observes that the Construction Documents are at variance therewith, it shall promptly notify City in writing, and any necessary changes shall be adjusted as provided in this Contract for changes in the work. Contractor shall bear all costs arising from work knowingly performed contrary to such laws, ordinances, rules, and regulations, and without such notice to City.
84. **PROTECTION OF WORK AND PROPERTY IN AN EMERGENCY:** If an emergency should occur affecting the safety of life or the Work or of adjoining property, Contractor, without special instruction or authorization from City, is hereby permitted to act at its discretion, to prevent such threatened loss or injury, and it shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by Contractor on account of emergency work, shall be determined by City.
85. **INSPECTION OF WORK:** City representatives shall at all times have access to the Work wherever it is in preparation or progress and Contractor shall provide proper facilities for such access and for inspection. If the specifications, City's instructions, laws, ordinances, or any public authority, require any Work to be specially tested or approved, Contractor shall give City timely notice of its readiness for inspection and if the inspection is by an authority other than City, of the date fixed for such inspection. Inspections by City shall be promptly made, and where practicable at the source of supply. If any Work should be covered up without approval or consent of City, it must, if required by City, be uncovered for examination at Contractor's expense.
  - a. Re-examination of questioned Work may be ordered by City, and if so ordered the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Bid Documents, City shall pay the cost of re-examination and replacement. If such Work is found not to be in accordance with the Bid Documents Contractor shall pay such cost.
86. **SUPERINTENDENCE – SUPERVISION:** Contractor shall keep on its work site during its progress a competent superintendent and any necessary assistants, all satisfactory to City. The superintendent shall not be changed except with the consent of City, unless the superintendent proves to be unsatisfactory to


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Contractor and ceases to be in its employ. The superintendent shall represent Contractor in its absence and all directions given to it shall be as binding as if given to Contractor. Important directions shall be confirmed by written request in each case. Contractor shall give efficient supervision to the Work, using its best skill and attention.

- a. If Contractor, in the course of the work, finds any discrepancy between the Construction Documents and the physical conditions of the locality, or any errors or omissions in the Construction Documents or in the layout as given by points and instructions, it shall be its duty to immediately inform City, in writing, and City shall promptly verify the same. Any Work done after such discovery, until authorized, shall be done at Contractor's risk.
- b. Neither City, nor Contractor, shall employ an employee of the other without consent.

87. **CHANGES IN THE WORK:** City, without invalidating this Contract, may order extra Work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such Work shall be executed under the conditions of this Contract. Claim for extension of time caused thereby shall be made per the provisions of this Contract.


- a. In giving instructions, City shall have the authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a valid **written** order by City (email documentation is not sufficient, authorized forms must be used) and no claim for an addition to this Contract sum shall be valid unless so ordered.
- b. The value of any such extra work or change shall be determined in one or more of the following ways:
- c. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by City, to permit evaluation.
- d. By unit prices named in this Contract or subsequently agreed upon.
- e. By cost and percentage or by cost and a fixed fee.
- f. If none of the above methods is agreed upon, Contractor, provided it receives a written order as above, shall proceed with the Work. In such case and also under case (c), it shall keep and present in such form as City may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, City shall certify to the amount, including allowance for overhead and profit, due to Contractor. Pending final determination of cost, payments on account of changes shall be made on City's estimate.
- g. The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by this Contractor or a subcontractor:
  - i) Subcontractor's Overhead and Profit Limits
    - 1) for overhead - 10% of direct cost
    - 2) for profit - 5% of direct cost and overhead cost
  - ii) Contractor's Overhead and Profit Limits-
    - 1) for overhead - 10% of direct cost, or 10% of subcontractor's cost (if applicable)
    - 2) for profit - 5% of direct cost & overhead, or 5% of subcontractor's cost and Contractor's overhead (if applicable)
- h. Contractor's cost for additional work or changes requested by the Owner which result in an approved extension of time to this Contract, shall be limited to the cost of the extra work determined in one or more

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of the three ways described previously in this paragraph, and the actual wage or salary paid for the on-site job superintendent in direct employ of Contractor in performance of the Work. This amount shall be prorated to the actual amount of extra time approved and shall only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's comp, unemployment taxes and benefits.


88. **CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK:** If Contractor claims that any additional instructions by drawings, or otherwise, involve extra cost under this Contract, it shall give City written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure shall then be as provided for in this Contract. No such claim shall be valid unless so made.
89. **DEDUCTIONS FOR UNCORRECTED WORK:** If City deems it not expedient to correct Work not in accordance with this Contract, an equitable deduction from this Contract price shall be made therefore.
- a. Contractor shall promptly remove from the premises all materials condemned by City as failing to conform to this Contract, whether incorporated in the Work or not, and Contractor shall promptly replace and execute its own work in accordance with this Contract and without expense to City and shall bear the expense of making good all Work of other contractors or subcontractors destroyed or damaged by such removal or replacement.
  - b. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, City may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten (10) days, City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.
90. **DELAYS AND EXTENSION OF TIME:** If Contractor is delayed at any time in the progress of the work by any act or neglect of City or of its employees or by any other contractor employed by City, or by changes ordered in the work, or by any causes beyond Contractor's control, or by any cause which City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as City may decide.
- a. Claims for extension of time must be submitted in writing to City for review and approval. The completion date shall be extended, if necessary, by the approved number of calendar days. Approval of time extension for delays, noted above in this paragraph, shall be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in this Contract. Failure to maintain the daily logs in the manner described above shall result in City's denial of the claim for time extension.
  - b. Contractor shall request a time extension no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.
  - c. If Contractor has requested detail drawings and instructions as noted in this Contract, no request for delay shall be approved on account of City's failure to furnish drawings until two (2) weeks after demand for such drawings.
91. **SUSPENSION OF WORK:** City may at any time suspend the Work by giving three (3) days notice to Contractor in writing. When the reason for such suspension involves safety, health or welfare issues, the



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three (3) day written notice requirement may be waived at the decision of City. The Work shall be resumed by Contractor within ten (10) days after the date fixed in the written notice from City to Contractor to do so.

92. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work, or fails to achieve any of the contract milestones, within the time specified in the contract, regardless of use or "beneficial occupancy," the Contractor shall pay liquidated damages to the City. If liquidated damages are assessed, such damages shall be calculated at the rate specified in latest edition MAG Section 108.9 per calendar day.
- a. If the Contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
  - b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
93. **CITY'S RIGHT TO DO WORK:** If Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, City, after three (3) days written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
94. **REMOVAL OF EQUIPMENT:** In any case of annulment of this Contract before completion from any cause whatever, Contractor, if notified to do so by City shall promptly remove any part or all of its equipment and supplies from the property of City, failing such City shall have the right to remove such equipment and supplies at the expense of Contractor.
95. **USE OF COMPLETED PORTIONS:** City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with this Contract. If such prior use increases the cost of or delays the Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as City may determine.
96. **PAYMENTS WITHHELD:** City may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect City from loss because of:
- a. Defective Work not remedied.
  - b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
  - c. Failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
  - d. Reasonable evidence that the work cannot be completed for the unpaid balance of this Contract sum.
  - e. Damage to another contractor.
  - f. When the above grounds are removed, payment shall be made for amounts withheld because of them.
97. **WARRANTY:** Contractor shall provide a written guarantee covering all costs for repair or replacement of defective Work, including materials, for a period of two (2) years (or longer if noted elsewhere in this Contract). Contractor shall complete repair, or respond to City in writing with repair solution, within seventy-two (72) hours of notification by City. City may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty. All equipment supplied under this specification

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shall be fully guaranteed by the Contractor for a minimum period of 12 months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification shall be fully corrected by the Contractor (including parts and labor) without cost to the City.


98. **RIGHTS OF VARIOUS INTERESTS:** Wherever work being done by City or other contractors is contiguous to the work being performed by Contractor, the respective rights of the various interests involved shall be established by City to secure the completion of the various portions of the work in general harmony.
99. **SELF-PERFORMANCE AND SEPARATE CONTRACTS:** City reserves the right to self-perform or let other contracts in connection with the Work. Contractor shall afford other contractors or the City reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work.
- a. If any part of Contractor's work depends upon proper execution or results of the work of any other contractor or the City, Contractor shall inspect and its report shall constitute an acceptance of Work after the execution of its Work.
  - b. To insure the proper execution of its subsequent work Contractor shall measure work already in place and shall at once report to City any discrepancy between the executed Work and the Construction Documents.
100. **FIRE PREVENTION AND PROTECTION REQUIREMENTS:**
- Contractor shall:**
- a. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
  - b. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
  - c. Assure that fire extinguisher and devices shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
  - d. Assure that fire fighting and control equipment shall be readily visible and unobstructed at all times; fire fighting and control equipment shall not be made inoperative or used for other purposes.
  - e. Assure that installation of fire protection piping and hydrants (as specified in bid documents) shall be as prompt as possible so hose stream protection shall be available when combustible materials arrive on site and potential fire causing operations begin.
  - f. Provide ready access for public fire departments per City Fire Department requirements.
  - g. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets shall not be installed. Temporary electrical installations

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shall be in accordance with National Electric Code and other applicable ordinances, regulations, and specifications.


- h. Assure that bulk storage of lumber, gasoline, fuel oil, paint, solvents and gases shall be kept outside of buildings under construction, although one day's working supply of such items may be inside at any time. Flammable fluids shall be in approved containers only; open containers are prohibited.
- i. Assure that only flame resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.
- j. Assure that smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas or in areas where spray guns are in operation. "No Smoking" signs shall be posted accordingly.
- k. Assure that fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended.
- l. Assure that accumulations of flammable liquids on floors, walls, etc. is prohibited; spills shall be cleaned up promptly.
- m. Assure that all rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
- n. Assure that tar kettles shall be located outside of and as far away as possible from building.
- o. Assure that all portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
- p. Assure that all portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
- q. Assure that welding and cutting operations shall be performed only by competently proven personnel.
- r. Assure that construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
- s. Assure that all machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
- t. Assure that no solvent with flash point below 100 degrees Fahrenheit shall be used for cleaning equipment or parts.
- u. Assure that wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.



	<b>INVITATION FOR BID (IFB)</b>		<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
	Solicitation Number: COS14-009 <b>TERMS &amp; CONDITIONS</b> THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT		

- v. Assure that adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.
- w. Assure that moveable heating devices, when used, shall have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
- x. Assure that regularly scheduled inspections shall be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall be instructed in their duties concerning safe fire protection practices.

101. **ARCHAEOLOGICAL FEATURES:** Construction for this project may occur in an archaeologically sensitive area. Should artifacts or human remains, including human skeletal or cremation remains be discovered, the area shall be taped off and avoided, and further investigation by City shall follow. Construction is subject to delay in that location pursuant to Arizona Revised Statutes, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, salvage of all archaeological materials shall belong to City. No adjustment to bid prices shall be allowed as a result of this delay. No monetary compensation shall be made to Contractor for any claims due to delays in the work schedule. Only the Contract time shall be extended to permit the original scheduled number of days for completion of the work.

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p align="center">Solicitation Number: COS14-009 <b>OFFEROR REFERENCES</b></p>	

REFERENCES  
Please list a minimum of three (3) references whom the Purchasing Department Division may contact:

Company

:

Contact:

Address:

Phone:

Company

:

Contact:

Address:

Phone:


Company

:

Contact:

Address:


Phone:

	<b>INVITATION FOR BID (IFB)</b>		<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
	Solicitation Number: COS14-009	<b>OFFEROR EXCEPTIONS</b>	

EXCEPTIONS


Bidders are to indicate below any exceptions they have taken to the Specifications:

ATTACH ADDITIONAL SHEETS AS NECESSARY

	<b>INVITATION FOR BID (IFB)</b>	<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
	Solicitation Number: COS14-009 <b>ADDITIONAL REQUIREMENTS</b>	

**ADDITIONAL REQUIREMENTS**

- ☐ **Attach a copy of your Contractor's License to your bid submittal.**
- ☐ **Attach a copy of your City of Surprise Business License to your bid submittal.**


	<b>INVITATION FOR BID (IFB)</b>	<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
	Solicitation Number: COS14-009 <b>CERTIFICATIONS</b>	

**MBWE**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes\_\_\_\_\_, No\_\_\_\_\_.

If yes, please provide details and documentation of the certification.

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p align="center"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p align="center">Solicitation Number: COS14-009 <b>REQUEST FOR SUBSTITUTION</b></p>	

**REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS**

A complete reproduction of this form shall accompany all requests for prior approval. Failure to submit this form with the request shall be cause for rejection. Substituted items or systems may be incorporated into the work only after receipt of City's written approval in the form of an addendum. Fill in all applicable spaces and cross out all non-applicable information.

[Subcontractor] [Material Vendor] [Manufacturer]

Item or System: \_\_\_\_\_

Specification Section Reference: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

Effect, if any, on Construction Time: \_\_\_\_\_.


Summary of Related Work Requiring Coordination (if any): \_\_\_\_\_.

\_\_\_\_\_.

(Bidder shall assume responsibility for complete coordination with all trades involved if Request for Prior Approval of Substitute Items or Systems is approved.)

Attached documentation: The following is herewith attached to provide complete documentation of requested substitution. (Indicate with a check next to those documents attached.)

- 1. Point-for-Point Comparison: \_\_\_\_\_.
- 2. Product Data: \_\_\_\_\_.
- 3. Samples: \_\_\_\_\_.
- 4. Shop Drawings: \_\_\_\_\_.
- 5. Test Reports: \_\_\_\_\_.
- 6. Other: \_\_\_\_\_.

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<b>INVITATION FOR BID (IFB)</b>		<b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701
	Solicitation Number:	COS14-009	
<b>AFFIDAVIT</b>			

AFFIDAVIT

(Note: This document is filled out by CONTRACTOR upon completion of the work.)

STATE OF ARIZONA )  
 )SS  
City of Surprise, ARIZONA )

\_\_\_\_\_, being first duly sworn, deposes and says: That he or she is the  
NAME  
\_\_\_\_\_ of and as such, is authorized to make this affidavit for and on behalf  
TITLE  
of [NAME OF CONTRACTOR] is the party designated as "CONTRACTOR" in that certain CONTRACT made and  
entered into at Surprise, Arizona, on the [CONTRACT AWARD DATE] , by and between the City of Surprise acting by  
and through the City Council, under and by the terms of which [NAME OF CONTRACTOR] agrees to provide all labor,  
materials and equipment necessary to [SCOPE]. That [NAME OF CONTRACTOR] has fully and completely  
performed all work required to be performed by him or her under the terms of said CONTRACT and has fully and  
completely complied with the terms and conditions of said CONTRACT; that [NAME OF CONTRACTOR] has settled  
and paid all claims of every nature owing and due to be paid to any person, co-partnership, corporation, association, or  
otherwise, for labor, materials, supplies, or provisions furnished or used in performance of said CONTRACT; that all just  
debts, dues and demands incurred by [NAME OF CONTRACTOR] , or any subcontractor for the said CONTRACTOR  
and all just debts, dues or demands incurred on or for the designated CONTRACT account, by any person, in the  
performance of said CONTRACT, have been settled and paid, that the matters and things herein set forth are within his or  
her own knowledge and true.

FURTHER AFFIANT SAYETH NOT.

By \_\_\_\_\_  
Subscribed and sworn to and before me this  
\_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_ .  
My Commission Expires:



# INVITATION FOR BID (IFB)

Solicitation Number: COS14-009  
BID BOND

**Purchasing Division**  
16000 N. Civic Center Plaza  
Surprise, AZ 85374-9002  
Phone: (623) 222-3700  
Fax: (623) 222-3701

## ARIZONA STATUTORY BID BOND

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**  
(Penalty of this bond must not be less than be 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_  
(hereinafter "Principal"), as Principal, and;

\_\_\_\_\_  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of , with its principal offices in the City of , holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Surprise, Arizona (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:


NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of this contract and for the prompt payment of labor and materials furnished in the prosecution of this contract, or in the event of the failure of the Principal to enter into this contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety



 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p align="center"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p align="center">Solicitation Number: COS14-009 <b>PAYMENT BOND</b></p>	

**ARIZONA STATUTORY PAYMENT BOND**

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 100% of this CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_

(hereinafter "Principal"), as Principal, and;

\_\_\_\_\_

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Surprise, Arizona, (hereinafter "Obligee") in the amount of \_\_\_\_\_, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, on for: \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.


PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p align="center"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p>Solicitation Number: COS14-009 <b>CONSTRUCTION CONTRACT</b></p>	

**ARIZONA STATUTORY PERFORMANCE BOND**

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 100% of this CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_

(hereinafter "Principal"), as Principal, and;

\_\_\_\_\_

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of , with its principal offices in the City of , holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Surprise, Arizona, (hereinafter "Obligee") in the amount , for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, on for: \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, payment shall be made by Surety to Obligee upon failure of Principal to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract regarding the performance of the contract and presentation of such to Surety by a claim stating that: "The Principal is in default, such condition has existed for over 90 days, and the Obligee is hereby exercising its rights under bond no. \_\_\_\_\_." which has been prepared and signed by the Obligee's representative and witnessed by a notary.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.


PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p align="center"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p align="center">Solicitation Number: COS14-009 <b>CONSTRUCTION CONTRACT</b></p>	

**BID FOR CONSTRUCTION CONTRACT**

BIDDER'S NAME: \_\_\_\_\_

The undersigned bidder has carefully examined the Bid Documents and the site of the work for the [PROJECT NAME] for City, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all the work and furnish all materials called for in the Bid Documents.

The undersigned bidder understands that the quantity of work as shown herein shall be, complete in place.

**BASE BID:** BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN BID DOCUMENTS FOR THE SUM OF:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**ADD ALTERNATE 1:** (ALT Description) BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK RELATED TO ADD ALTERNATE 1 DESCRIBED IN BID DOCUMENTS FOR THE SUM OF:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**Bidder shall signify receipt of all addenda (if any).**

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_ BY \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_ BY \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_ BY \_\_\_\_\_

Accompanying this bid is a Bid Bond for ten percent (10%) of the gross amount of the bid payable to City, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the Bid Documents; otherwise said Bid Bond is to be returned to the undersigned.

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Corporate Headquarters: \_\_\_\_\_


Bidder's Telephone Number \_\_\_\_\_

Bidder's Fax Number \_\_\_\_\_

Bidder shall have the following license(s) to perform the work specified herein:

Arizona Contractor's License \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

Bidder's Initials \_\_\_\_\_ Date \_\_\_\_\_

 <p><b>SURPRISE</b> ARIZONA Defining Vibrant Southwest Living</p>	<p align="center"><b>INVITATION FOR BID (IFB)</b></p>	<p align="center"><b>Purchasing Division</b> 16000 N. Civic Center Plaza Surprise, AZ 85374-9002 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p align="center">Solicitation Number: COS14-009 <b>NOTICE TO PROCEED</b></p>	

NOTICE TO PROCEED

DATE:  
PROJECT: [Project Name]  
PROJECT NO.: [Project Number]  
  
TO: [Contractor's Name]  
[Address]  
[City, State, Zip]

The contract for construction in the amount of \$            for the City of Surprise            was approved at the [Click here to enter a date.](#)City Council Meeting. [Choose an item.](#)

Per the Invitation for Bid (IFB) for the above referenced Project, the Project shall be completed within            days after the date of this NTP.

A copy of the contract and purchase order will be provided to you once signatures from the City have been executed. We look forward to working with you on this exciting project. Should you have any further questions, feel free to contact me.

The work shall be substantially completed within 0 consecutive calendar days. The date of substantial completion is            . The project shall be completed and ready for final payment by            .

**CITY OF SURPRISE** (Owner)

BY: \_\_\_\_\_

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
\_\_\_\_\_,  
(Title)

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_